

WARRANTY CONDITIONS

1. Significance of the warranty

- 1.1. This warranty in favor of the buyer integrates the order confirmation and the general conditions of sale, except if otherwise agreed.
- 1.2. This warranty is valid only with regards to sheets sold and installed in European Countries.

2. Validity of the warranty

- 2.1. With the exception of what is set forth in the following article 2.2, the warranty of EMP SA will be of two years time starting from delivery.
- 2.2. Should the buyer return to EMP SA the coupon attached to the extension of warranty application, within 30 days as from the product's purchase date (determinant is the date of the invoice), duly filled in all its parts and undersigned, the warranty of EMP SA will be extended for a further period of 8 years, bringing it to 10 years as from the putting at disposal of the product.

3. Breakage due to hail

- 3.1. EMP SA warrants that during the period of warranty the sheets **MACROLUX LL** colorless and **MACROLUX LL** translucent colored, **MACROLUX SL**, **MACROLUX HS** and **MACROLUX Athermic** will not be affected by breakages due to hail. By "breakage due to hail" is meant that the external wall of the sheet present in an even and diffuse manner, holes caused by hail.
- 3.2. The warranty set forth in article 3.1 is subordinated to the execution of a simulated crash test on the challenged sheet by means of standardized artificial grains of a diameter of 20 mm which shall hit the sheet with a speed of 21 min/sec. Should such test not produce evidence of breakages on the external wall, the claim will be rejected.

4. Degree of light transmission

- 4.1. During the validity of the warranty, the sheets will maintain a high and long-lasting degree of light transmission. EMP SA warrants that with respect to the initial value the loss of light will not be higher, when measured in conformity to the code ASTM D 1003:
 - a. for **MACROLUX LL** colorless, **ROOFLITE LL** and **XL** colorless and **MACROLUX C XL** colorless : to 3 (three) % during the first 2 (two) years and to 6 (six) % during the period of the eventual extension of warranty (see article 5.2);
 - b. for **MACROLUX LL** translucent colored, **ROOFLITE LL** translucent colored, **ROOFLITE XL** translucent colored **MACROLUX C XL** translucent colored, **MACROLUX SL**, **MACROLUX HS**, **MACROLUX Athermic** and **ROOFLITE HS**, **ROOFLITE Athermic**: to 6 (six) % during the first 2 (two) years and to 12 (twelve) % during the period of the extension of warranty (see article 5.2).

5. Index of yellowing

- 5.1. With regard to the sheets **MACROLUX LL** colorless, **ROOFLITE LL**, **ROOFLITE XL** and **MACROLUX C XL** colorless , the index of yellowing of the sheets shall not undergo a variation of 8 DELTA during the first 2 (two) years and of 10 DELTA during the eventual period of the extension of warranty with respect to the initial value measured in accordance with the code ASTM D 1925 (see article 5.2).

Concerning the sheets **MACROLUX LL** translucent colored, **ROOFLITE LL** translucent colored, **ROOFLITE XL** translucent colored, **MACROLUX C XL** translucent colored, **MACROLUX SL**, **MACROLUX HS**, **MACROLUX Athermic** and **ROOFLITE HS**, **ROOFLITE Athermic** the index of yellowing shall not undergo a variation of 10 DELTA during the first 2 (two) years and of 14 DELTA during the eventual period of the extension of warranty, with respect to the initial value measured in accordance with the code ASTM D 1925 (see article 5.2).
- 5.2. The measurements set forth in the preceding articles 4.1 and 5.1 shall be executed on sheets free from dirt and scratches.

6. Obligations during the warranty

- 6.1. During the warranty period, upon written request, EMP SA shall, at his choice, either (i) eliminate the defects as soon as possible, or (ii) substitute the sheets which do not correspond to the characteristics specified in this warranty, or (iii) indemnify the buyer for his damage, nevertheless the indemnity shall not be higher than the purchase price of the defective single product. The eventual indemnity paid to the buyer shall be calculated on the basis of the purchase price according to the following criteria:
- 100% for the first 2 years as from the warranty date
 - 100% for the first 3 years as from the extension of warranty date
 - for the following 5 years as from the extension of warranty, 1/20 of the invoice initial value for each further six-months period missing up to the expired period of 10 years.
- 6.1. Any further obligation deriving from defective delivery is excluded and in particular the buyer's option to claim for the rescission of the agreement is excluded.
- 6.2. Further costs, for example: transportation, costs for disassembling and re-installation or of any other nature are expressly excluded.

7. Warranty conditions

- 7.1. This warranty applies only if the final user calls in writing EMP SA's warranty
- within 8 (eight) days as from the discovery of the defect,
 - attaching copy of the purchase's document (invoice),
 - attaching a significant specimen including the batch code and possibly photographic material,
 - indicating clearly the found defect.

8. Exclusion of the warranty

- 8.1. The warranty is excluded for damages due to "not qualified use". "Not qualified use" shall mean for instance but not exhaustively:
- use in horizontal and/or vertical applications or for enclosures of cold-bent sheets, if the sheet thickness used is not equal or superior to 8 (eight) mm;
 - use of sheets which have been exposed to aggressive chemical agents;
 - use of scratched sheets or sheets with gels/inclusions;
 - inadequate or insufficient cleaning of the sheets with respect to the applicable technical instructions;
 - use of joining and/or fixing elements and/or adhesive and/or sealants which are not compatible with the sheets or inadequate use of them;
 - use of sheets which have been exposed to heating sources and/or thermoformed;
 - use of sheets which have undergone crashing and/or overheating;
 - installation of the sheets with the UV protected surface exposed inwards and not outwards with the exception of Extra Life (XL) quality
 - the bending radius of **MACROLUX** sheets being inferior to 150 times the thickness of the sheet, with the exception of the **MACROLUX** sheets 10 mm, 16 mm, 20 mm thick with a triple wall barrel structure for which the minimum bending radius is equal to 180 times the thickness of the sheet.

9. **Exclusive jurisdiction: the registered office of EMP SA.** Nevertheless EMP SA has the right to sue the buyer at any other competent jurisdiction

10. **Applicable law:** the agreement shall be governed by the Swiss law, with the exception of the Vienna Treaty of April the 11th 1980, which is not applicable.

IN ANY CASE THIS WARRANTY IS LIMITED ONLY TO THE VALUE OF THE SHEET. THIS WARRANTY EXPRESSLY EXCLUDES ANY OTHER CLAIM FOR DAMAGES OR LOSSES, EITHER DIRECT OR INDIRECT, WHATEVER THE SOURCE WAS.

Legend:

LL – LongLife

XL – ExtraLife

SL – SuperLife

HS – HeatShield

Colorless – code EMP SA 0010

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